

Rodney L. Belle
640 Pyramid Street
San Diego, CA 92114

FILED
06 NOV -7 AM 10:34
CLERK U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

**THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

Rodney L. Belle,

Plaintiff,

vs.

CHASE HOME FINANCE LLC,
LOANSTAR MORTGAGE SERVICES, LLC,
MARRIOTT VACATION CLUB INTERNATIONAL,
and NOVASTAR MORTGAGE, INC.

Defendant

Case No. **06 CV 2454 WQH (LSP)**
**Complaint to Action of Quiet
Title/Lis Penden**
1) Violation of Regulation Z of
the Truth in Lending Act,
pursuant to Title 5 U.S.C.
section 1635(a) and Title 12
CFR 226.23 (d)(i).
2) Invasion of Title 5 USC
Section 1635 (A) and title
CFR 226.23 Title 11, U.S.
Code 9th Circuit Ruling in
Yamamoto v. Bank of New York,
329 F3d 1167 (9TH Cir 20030
Regulation Z Mandated to all
state / federal agency to
Grant Relief.
3) Invasion of International
Protocol of the United
Nations Convention on
International Bills of
Exchange and International
Promissory Notes/ House Joint
Resolution- 192 (the United
States insurance policy), and
the Emergency Bankruptcy of
1933, Am Jur 2d 81.

"Here comes the Secured Party, Rodney L. Belle/ Non-Joint
tenant, spokesperson in behalf of the unincorporated corporation
(RODNEY L. BELLE) Creditor/ Non-Joint Tenant, Has Exhausted All
Administrative Process under Notary Protest to the Comptroller
of the Currency bringing this Article III Court Claim/ Action to
Quiet Title/ Lis Penden/ **International Protocol of the United**

1 **Nations Convention on International Bills of Exchange and**
2 **International Promissory Notes.** This controversy is over Four
3 Hundred Thousand to over Six Hundred Thousand Dollars and it
4 also involves real properties; located at 640 Pyramid St. San
5 Diego, CA 92114 (loan no.20929816 of Chase Home Finance, LLC and
6 Loanstar Mortgage Service, LLC/ Loan No 2013993 Nova Star
7 Mortgage Inc./Loan No.0014405549.

8
9 **Jurisdiction of the Court**

10 The original jurisdiction was granted to the United States
11 District Court Common Law Jurisdiction by Article III, section
12 2; Judicial power of the United States shall be vested in the
13 Supreme Court by the Constitution for the United States of
14 America. The Amendments 1-10, absolutely, and without
15 qualification petition relief upon the Constitution, which has
16 not been abolished and repealed by Congress.

17
18 The jurisdiction of this subject matter involves real
19 property, constructive fraud, misinformation, failure to give
20 full disclosure of contract, counterfeiting securities,
21 conspiracy, and violation of Regulation Z of the Truth and
22 Lending Act/ and GAAP/ the Federal Reserve Board Regulation. In
23 further notice of jurisdiction and judicial notice the Secured
24 Party, Rodney L. Belle/ Non-Joint tenant, reserves all rights,
25 waiver none ever, displaying of Bonds (Financial Statement) from
26 the Secretary of State. A claim of relief can only be granted
27 under the Bankruptcy Reform Act of 1978 (Bankruptcy Emergency
28 Act), House Joint Resolution-192 Public Policy, and the Uniform

1 Commercial Code (UCC) at UCC 3-601 and UCC 3-603, a certificate
2 of protest of dishonor of International Bill of Exchange
3 Pursuant to the International Protocol of United Nations
4 pursuant to the International Protocol of the United Nations, to
5 the Comptroller of the Currency by notary public.
6

7 Additional jurisdiction pursuant to the Federal Tort Claim
8 Act, which grants jurisdiction over subject matter/ Title 18 is
9 enforcement of criminal elements, and furthermore, the United
10 States District Court has original jurisdiction pursuant to 28
11 U.S.C., Cal 251, scope and extent of jurisdiction of Federal
12 Court/ and thus grounds, which governs jurisdiction and remedies
13 under Title 42, 1983 and 1984 is operational under the color of
14 State Law and offices.
15

16 17 **Parties of Interest**

18 Plaintiff at all times mentions Secured Party, Rodney L.
19 Belle/ Non-Joint tenant.

20 Defendant at all times Mentioned is: 1) CHASE HOME FINANCE
21 LLC, 2) LOANSTAR MORTGAGE SERVICES, LLC, 3) MARRIOTT VACATION
22 CLUB INTERNATIONAL, 4) NOVASTAR MORTGAGE, INC.
23

24 **Fact**

25 On or around July, 2006 an agreement was made between CHASE
26 HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES, LLC, MARRIOTT
27 VACATION CLUB INTERNATIONAL, NOVASTAR MORTGAGE, INC., and the
28

1 Grantor, Rodney L. Belle/ Non-Joint tenant. The Grantor, Rodney
2 L. Belle/ Non-Joint tenant has **honored/ tendered in full with**
3 **good faith funds the said amount of the property (\$400,000.00 to**
4 **over \$600,000.00)** by commercial instrument No.4443800530 from
5 Washington Mutual Check No. 263/ Bill of Exchange. Rodney L.
6 Belle/ Non-Joint tenant was then waiting for the notice of full
7 Reconveyance of the Deed of Trust of said property by the
8 President or Vice President of CHASE HOME FINANCE LLC, LOANSTAR
9 MORTGAGE SERVICES, LLC, MARRIOTT VACATION CLUB INTERNATIONAL and
10 NOVASTAR MORTGAGE, INC. The Grantor, Rodney L. Belle/ Non-Joint
11 tenant, **in good faith, honored** and sent, by independent courier,
12 a payment in full of the full amount of the property. The
13 affirmative fact, due to the Dishonor mentioned in the above
14 waiver of rights pursuant to the our settlement agreement and
15 stipulations, that any dishonor/ arguments the grantor can
16 regain his rights and the original Deed of Trust was rescinded
17 in good faith due to the following reasons:

- 21 A) the President/ Vice President of CHASE HOME FINANCE LLC,
22 LOANSTAR MORTGAGE SERVICES, LLC, MARRIOTT VACATION CLUB
23 INTERNATIONAL, and NOVASTAR MORTGAGE, INC **dishonored/failed**
24 to give full disclosure pursuant to Regulation Z of the
25 Truth-in-Lending Act pursuant to the Freedom of Information
26 Act, that lawful money was loaned out (CHASE HOME FINANCE
27 LLC, LOANSTAR MORTGAGE SERVICES, LLC, MARRIOTT VACATION
28 CLUB INTERNATIONAL, AND NOVASTAR MORTGAGE , INC **Dishonored**

1 by silence, Rodney Belle's Request to all the Corporations
2 listed in the above to have a professional accountant to
3 check the credit and debit of the account.

4 **B) CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES, LLC,**
5 **MARRIOTT VACATION CLUB INTERNATIONAL, AND NOVASTAR**
6 **MORTGAGE, INC refused to sign under there full commercial**
7 **liability under the penalty of perjury by sworn Affidavit/**
8 **Jurat** that pursuant to article 1 section 10 of the
9 Constitution for the United States of America, lawful money
10 was loaned out to the Plaintiff Rodney L. Belle/ Non-Joint
11 tenant, and the Plaintiff Rodney L. Belle/ Non-Joint tenant
12 does not qualify pursuant to the personal belief of the
13 President and Vice President of CHASE HOME FINANCE LLC,
14 LOANSTAR MORTGAGE SERVICES, LLC, MARRIOTT VACATION CLUB
15 INTERNATIONAL, AND NOVASTAR MORTGAGE , INC who feel that
16 Rodney L. Belle/ Non-Joint tenant Doesn't qualify under the
17 United States insurance policy, which is **House Joint**
18 **Resolution-192 and its responsibility to discharge all**
19 **public and private debts, pursuant the Emergency**
20 **Bankruptcy/ Executive order of President Roosevelt in 1933.**

21 **C) The ultimate fact due to the dishonor/ unethical and**
22 **outrageous business practice of the Defendant CHASE HOME**
23 **FINANCE LLC, LOANSTAR MORTGAGE SERVICES, LLC, MARRIOTT**
24 **VACATION CLUB INTERNATIONAL, and NOVASTAR MORTGAGE, INC.**
25 **Rodney L. Belle/ Non-Joint tenant, in his own stead, gave**
26 **notice of rescission of the Deed of Trust under the**
27 **statutes of fraud and also due to breach of agreement/**
28 **dishonor of the administrative process, in which Rodney L.**

1 Belle/ Non-Joint tenant honored/ regained his power to hire
2 a notary to do a certificate of protest of the dishonor to
3 the Secretary of the Treasury and the Insurance
4 Commissioner and the Comptroller of the Currency. Due to
5 dishonor/ continued arguments and outrageous and unethical
6 business practices of the, CHASE HOME FINANCE LLC, LOANSTAR
7 MORTGAGE SERVICES, LLC, MARRIOTT VACATION CLUB
8 INTERNATIONAL, and NOVASTAR MORTGAGE, INC under the color
9 of office and State Law.

10 The affirmative fact, that I, Rodney L. Belle/ Non-Joint
11 tenant, further have reason to believe that the general public
12 and the public at large are in jeopardy due to these unethical
13 business practices and the President and Vice President of CHASE
14 HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES, LLC, MARRIOTT
15 VACATION CLUB INTERNATIONAL, and NOVASTAR MORTGAGE, INC's
16 willful refusal to give full disclosure pursuant to Regulation Z
17 of the Truth in Lending Act and am expecting Relief under said
18 act. This is the reason I, Rodney L. Belle/ Non-Joint tenant
19 honor the defendant's mutual administrative settlement agreement
20 and stipulations to have filed, a Quiet title Lis Penden, under
21 the rules of the common law, to test the Validity and let the
22 Jury make the Determination whether there is a Breach of
23 Contract between the Grantor and the Grantee, who is the lawful
24 owner of the property. The Quiet title is also to test the
25 validity to whether there was a breach of agreement or a breach
26 of duty of CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES,
27 LLC, MARRIOTT VACATION CLUB INTERNATIONAL, AND NOVASTAR
28 MORTGAGE, INC to give full Reconveyance of the property. To

1 Further Test the Validity of whether the President/ Vice
2 President of CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES,
3 LLC, MARRIOTT VACATION CLUB INTERNATIONAL, AND NOVASTAR
4 MORTGAGE , INC has the right to enforce an acceleration clause
5 that is on the deed of trust, when a payment in full was
6 dishonored by the CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE
7 SERVICES, LLC, MARRIOTT VACATION CLUB INTERNATIONAL, and
8 NOVASTAR MORTGAGE, INC and when there is evidence that the
9 defendant CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES,
10 LLC, MARRIOTT VACATION CLUB INTERNATIONAL, AND NOVASTAR
11 MORTGAGE , INC never loaned anything of substance to Rodney L.
12 Belle/ Non-Joint tenant and, does CHASE HOME FINANCE LLC,
13 LOANSTAR MORTGAGE SERVICES, LLC, MARRIOTT VACATION CLUB
14 INTERNATIONAL, AND NOVASTAR MORTGAGE , INC qualify for the
15 security/ estate to foreclose on the security.

16 Rodney L. Belle/ Non-Joint tenant has reason to believe
17 that the President/ Vice President of CHASE HOME FINANCE LLC,
18 LOANSTAR MORTGAGE SERVICES, LLC, MARRIOTT VACATION CLUB
19 INTERNATIONAL, and NOVASTAR MORTGAGE, INC in want of
20 Jurisdiction/ acceleration clause after the dishonor the
21 \$400,000.00, for which CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE
22 SERVICES, LLC, MARRIOTT VACATION CLUB INTERNATIONAL, AND
23 NOVASTAR MORTGAGE , INC apologized for any inconvenience in an
24 unsigned cover letter by President/ Vice President of CHASE HOME
25 FINANCE LLC, LOANSTAR MORTGAGE SERVICES, LLC, MARRIOTT VACATION
26 CLUB INTERNATIONAL, AND NOVASTAR MORTGAGE , INC (see
27 attachments). Also due to the affirmative fact that Rodney L.
28 Belle/ Non-Joint tenant registered a UCC-1 financing statement

1 with the Secretary of the State and transmitted utilities to the
2 Secretary of the Treasury and notified all parties of his
3 status. The Secured Party, Rodney L. Belle/ Non-Joint tenant,
4 spokesperson for the non-debtor corporation RODNEY L. BELLE/
5 NON-JOINT TENANT, with UCC-1 Financial Statement with the
6 Secretary of State, gave 72 hour notice to all parties of
7 interest, of transmitting utilities (UCC-3) and through means of
8 Bill of Exchange Pursuant to the International Protocol of
9 United Nations, "acceptance for value" and notice of rescission,
10 due to failure to give full disclosure, for said amount of One
11 Million Eight Hundred Thousand Dollars and zero cents lawful
12 money, which was sent to the Secretary of the Treasury for
13 adjustment of my prepaid account under Public Policy HJR-192,
14 Emergency Bankruptcy Act of 1978, which was transmitted by the
15 Chief Justice of the Supreme court to Congress, wherefore the
16 Secured Party Reserves Right by Judicial Notice to all of that
17 which is mentioned in the above of how a claim of relief can be
18 granted. Please take Judicial Notice to the Ninth Circuit
19 Ruling: Yanamoto V. Bank of New York, 329 f3d 1167; In 2003 the
20 Judge mandated to Grant Relief and a Judge does not have any
21 jurisdiction or discretion over anything that has to deal with
22 Regulation Z.

23 The respondent failed to respond within the 20 days as
24 requested or cancel the transaction and return the property back
25 (Rescission and Replevine).
26
27
28

**Judicial Notice of International Protocol of the United Nations
Convention on International Bills of Exchange and International
Promissory Notes/ Counterfeiting Securities of the United States**

The Secured Party, Rodney L. Belle/ Non-Joint tenant,
spokesperson for the non-debtor corporation (RODNEY L. BELLE)
declares and is informed that CHASE HOME FINANCE LLC, LOANSTAR
MORTGAGE SERVICES, LLC, MARRIOTT VACATION CLUB INTERNATIONAL,
AND NOVASTAR MORTGAGE , INC willfully failed to give full
disclosure, according to Regulation Z and the Truth and Lending
Act, of check book credit/ credit debit, a.k.a. letter of credit
(bill of credit) and they declined to have an independent,
certified accountant to review the lawful money that was
originally loaned to see if there was clean hands in the above
matter.

The Secured Party, Rodney L. Belle/ Non-Joint tenant
further affirms and is informed that the president/ vice
president of CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES,
LLC, MARRIOTT VACATION CLUB INTERNATIONAL, AND NOVASTAR
MORTGAGE , INC further declined to sign the affidavit under the
penalty of perjury, and also further declined in setting a
public conference and invitation of the press/ media in front of
the place of business of CHASE HOME FINANCE LLC, LOANSTAR
MORTGAGE SERVICES, LLC, MARRIOTT VACATION CLUB INTERNATIONAL,
and NOVASTAR MORTGAGE, INC. to answer one hundred and fifty
questions/ schedule within a specified time, which was also
declined by the defendant CHASE HOME FINANCE LLC, LOANSTAR

1 MORTGAGE SERVICES, LLC, MARRIOTT VACATION CLUB INTERNATIONAL,
2 and NOVASTAR MORTGAGE, INC., who continue to this day to refuse
3 to give full disclosure that check book entries/ debit credit
4 was created, and no lawful money was lent to the Plaintiff. For
5 this reason, the Secured Party has reason to believe that all of
6 that mentioned in the above qualifies as counterfeiting
7 securities of the United States, which is a violation of the
8 Securities and Exchange Commission Act of 1933 and 1934.

9 **International Protocol/ Treaty with the United States**

10
11 **United Nations Convention on International Bills of Exchange and**
12 **International Promissory Notes**

13 **Security Exchange Commission Act of 1933 and 1934**

14 Article 1, section 8, clause 6 in the Constitution for the
15 united States of America provides that, "the Congress shall have
16 power to provide for the punishment of counterfeiting the
17 securities and current coin of the United States.

18
19 Pursuant to Title 28 U.S.C., section 4 of the Commission of
20 Crimes Cognizable by a Court of the United States under Title 18
21 U.S.C. section 513 to wit 513(a), whoever makes utters or
22 possesses a counterfeited security in a private capacity of a
23 state or a political subdivision thereof, or of an organization,
24 or government shall be fined not more than \$250,000.00 or
25 imprisoned not more than ten years or both. See also section
26 2311, 2314, and 2320 for additional fines and sanctions. Among
27 the securities defined at 18 U.S.C. 2311-15 included evidence of
28 indebtedness, which, in a broad sense may mean anything that is

1 due or owing, which would include a duty, obligation, or right
2 of action. The negotiable instrument that was deposited in the
3 above mentioned account, qualifies as counterfeited securities.

4
5 **Failure to give full disclosure of contract according to the**
6 **Truth and Lending Act and Regulation Z**
7

8 The Secured Party, Rodney L. Belle/ Non-Joint tenant,
9 spokesperson for the non-debtor corporation, reserve all rights
10 and remedy under the Uniform Commercial Code and the Emergency
11 Bankruptcy Act/ Bankruptcy reform act of 1978, wherefore the
12 Chief Justice transmitted to Congress that all courts of the
13 United States are subject to the Bankruptcy Court and the
14 Bankruptcy code is the Supreme Law of the Land. For the
15 affirmative fact the Secured Party, pursuant to Public Policy
16 HJR-192, Bill of Exchange Pursuant to the International Protocol
17 of United Nations for Four Hundred Thousand Dollars and Zero
18 Cents, the Secured Party transmitted Utilities to the Secretary
19 of State and the Secretary of the Treasury, instructing all
20 parties to make adjustment of account, wherefore the defendant
21 and all parties of interest have currently been served.

22
23 **Statement of Cause**
24

25 The Secured Party Rodney L. Belle/ Non-Joint tenant,
26 attests and is informed that all rights are reserved under the
27 **Special-Choice-of-Law-Rule, which is the International Protocol**
28 **and Domicile Rule, Universal Declaration of Human Rights,**

1 International Bill of Rights, and the United Nations Convention
2 on International Bills of Exchange and International Promissory
3 Notes. If there is any Administrative Court proceeding that has
4 invaded U.S. Code and the 9th Circuit Ruling in Yamamoto v. Bank
5 of New York, 329 F3d 1167 (9TH Cir 20030 Regulation Z Mandated
6 to all state / federal agency cannot make any Judicial
7 discretion but is further mandated to Grant Relief within 21
8 days).

10 Further definition of credit, "in the Federal consumer
11 Credit Protection Act, Truth in Lending Act (Title 15 U.S.C.) As
12 set forth in Regulation Z (12 CFR 226): Credit means the right
13 granted by a creditor to a debtor to defer payment of debt or to
14 incur debt and defer its payment.

16 The Secured Party, Rodney L. Belle/ Foreign African
17 National Non-Joint tenant is further informed that it is the
18 responsibility of the lender (creditor) CHASE HOME FINANCE LLC,
19 LOANSTAR MORTGAGE SERVICES, LLC, MARRIOTT VACATION CLUB
20 INTERNATIONAL, and NOVASTAR MORTGAGE, INC to give full
21 disclosure of contract pursuant to the **Freedom of Information**
22 **Act** and delegated authority of right or executive order by
23 Legislature to defer payment, and give a letter of credit/ check
24 book entries/ and no loan, no lawful money according to Article
25 1, Section 10, clause 1 of the Federal Constitution mentions;
26 "no state shall enter into any treaty, alliance, or
27 confederation, grant letter of marquees and reprisal, coin
28

1 money, emit bills of credit..." And it further mentions the
2 only lawful tender is gold and silver coin, Am Jur 2d 81.

3 The affirmative fact is that the President/ Vice President
4 of, CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES, LLC,
5 MARRIOTT VACATION CLUB INTERNATIONAL, AND NOVASTAR MORTGAGE ,
6 INC and cohorts, also dishonored/ failed to disclose that the
7 original loan was created by a check book entry, which may be
8 sold in the open market (as a promissory note) for 80-90 cents
9 on the dollar with no consideration to the plaintiff. The
10 defendant further failed to disclose the loan was pre-paid and
11 the plaintiff would be converted into a joint tenant for 30
12 years. It also was not disclosed to the plaintiff that he was a
13 Joint Tenant/ Mortgage was a lien and all monthly payments of
14 Federal Reserve Notes, tender for debt. ("Federal Reserve Notes
15 are valueless" see Internal Revenue Code at Section 1. 1001-1
16 (4657) C.C.H.

17
18 See Jerome Daly v. First National Bank of Montgomery,
19 Minn., Justice Martin v. Mahoney Credit River Township, December
20 7-9 1968. Ruled that Federal Reserve Notes were fiat money and
21 not legal tender after jury deliberation and return a unanimous
22 verdict for defendant after bank president admitted it was
23 standard banking procedure in that he created the "money" he
24 loaned to the defendant as a book entry on December 7th at the
25 conclusion of trial, the mortgage was canceled.

26
27 The Secured Party, Rodney L. Belle/ Non-Joint tenant,
28 further has reason to believe this operation under the color of

1 authority by President/ Vice President of CHASE HOME FINANCE
2 LLC, LOANSTAR MORTGAGE SERVICES, LLC, MARRIOTT VACATION CLUB
3 INTERNATIONAL, AND NOVASTAR MORTGAGE , INC is in direct
4 violation of the Constitution for the united States of America,,
5 also the International Protocol (United Nations Convention on
6 International Bills of Exchange and International Promissory
7 Notes, and the U.S. Federal Constitution, which prohibits Bills
8 of credit, and authenticates securities of the United States and
9 further defer payment with the people and the general public at
10 large. The Secured Party, Rodney L. Belle/ Non-Joint tenant, in
11 his own stead, rescinded the loan contract due to constructive
12 fraud and usury, and also due to unethical business practice,
13 and furthermore demands a **special well informed grand jury of**
14 **the rules of the Common Law/ Article III Court Proceeding/**
15 **International Protocol/ treaties of the United Nations**
16 **Convention on International Bills of Exchange and International**
17 **Promissory Notes. Further investigation of Violation of the**
18 **Securities and Exchange Commission Act of 1933 and 1934 the RICO**
19 **allegation/ criminal elements.**
20
21

22 **Judicial Notice of How a Claim of Relief Can be Granted**
23

24 The Secured Party, Rodney L. Belle/ Non-Joint tenant gives
25 **Judicial Notice to the United States District Court that relief**
26 **can only be granted under his bond/ UCC-1 Financing Statement/**
27 **Article III Court Proceeding under the rules of the Common Law,**
28 **all rights reserved, waiver none ever to an Article II Maritime**

1 Court proceeding. Further relief can be granted? A) Regulation
2 Z of the Truth in Lending Act Title 5 USC Section 1635 (A) and
3 the Title 12 CFR 226.23 (d) (i), 9th Circuit ruling in Yamamoto v.
4 Bank of New York, 329 F3d 1167. per Regulation Z Action for
5 rescission and Replevin is further Authorized Per House Joint
6 Resolution-192/ the Emergency Bankruptcy of 1933. B) My bond
7 UCC-1 financial Statement/ Transmitting Utilities Under Public
8 Policy HJR-192, the Bankruptcy Reform Act of 1978/ Emergency
9 Bankruptcy Act and adjustment of my pre-paid account with the
10 Secretary of State and the Secretary of the Treasury in exchange
11 with my exemption, and release of all property/ proceeds to the
12 Secured Party in Accordance with the Uniform Commercial Code.
13 C) Under the Settlement agreement and the stipulations between
14 the parties, Rodney L. Belle/ Non-Joint tenant and the
15 President/ Vice President of CHASE HOME FINANCE LLC, LOANSTAR
16 MORTGAGE SERVICES, LLC, MARRIOTT VACATION CLUB INTERNATIONAL,
17 and NOVASTAR MORTGAGE, INC.

18
19 In further Judicial Notice, the plaintiff/ Secured Party,
20 Rodney L. Belle/ Non-Joint tenant, spokesperson for the none
21 debtor Corporation, RODNEY L. BELLE, honor any and all arguments
22 and anticipate dishonor of the President/ Vice President of
23 CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES, LLC,
24 MARRIOTT VACATION CLUB INTERNATIONAL, AND NOVASTAR MORTGAGE ,
25 INC and its attorneys, to continue to Dishonor/ harassment of
26 the Secured Party by threatening of non-judicial foreclosure in
27 state court, by interference of a third party/ silent partner or
28 newly appointed trustee, after secured party notice of

1 rescission/termination of the former trustee and demand
2 according to the Secured Party's mortgage insurance Company
3 policy to pay off the balance, which was also refused pursuant
4 to the United States insurance Policy, which is House Joint
5 Resolution-192.

10 Conclusion

11
12 The Secured Party, Rodney L. Belle/ Non-Joint tenant,
13 **honors** and further anticipates that the President/ Vice
14 President of CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES,
15 LLC, MARRIOTT VACATION CLUB INTERNATIONAL, and NOVASTAR
16 MORTGAGE, INC/ Dishonor by invasion of administrative settlement
17 agreement between the parties, by **political arguments and**
18 **debates on Points and Authority contrary to the principles of**
19 **the National Banking Association Act of 1863** in a spurious
20 attempt to cover up the RICO and unclean hands, request an order
21 for dismissal due to plaintiff's failure to post bond or state
22 how a claim of relief can be granted, when the affirmative fact
23 shows the Acceptance for value by the Secured Party, see exhibit
24 of bond, a.k.a. financial statement/ transmit of utilities and
25 adjustment of account has been taken care of under Public Policy
26 HJR-192/ Emergency Bankruptcy Act of 1933, which the plaintiff
27 gives Judicial Notice of the settlement agreement and
28 stipulations and this is how a claim of relief can be granted

1 under my bond/ Financing Statement Registered with the Secretary
2 of State and all of the mentioned in the above.

3
4 **Prayer**

5
6 1) Request to the Court that the President/ Vice President of
7 CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES, LLC,
8 MARRIOTT VACATION CLUB INTERNATIONAL, AND NOVASTAR MORTGAGE ,
9 INC **Honor** the terms and conditions of the settlement agreement
10 between the parties to Stay of all dishonor/ non-judicial
11 foreclosure proceeding, stay of harassment of the defendant and
12 its silent partner.

13
14 2) Request to the Court that the President/ Vice President of
15 CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES, LLC,
16 MARRIOTT VACATION CLUB INTERNATIONAL, AND NOVASTAR MORTGAGE ,
17 INC honor the terms and conditions of the settlement agreement
18 between the parties request for three times the above and the
19 amount of the Bill of Exchange Pursuant to the International
20 Protocol of United Nations, which will be presented at trial.

21
22 3) Request to the Court that the President/ Vice President of
23 CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES, LLC,
24 MARRIOTT VACATION CLUB INTERNATIONAL, AND NOVASTAR MORTGAGE ,
25 INC **Honor** the terms and conditions of the settlement agreement
26 between the parties the President/ Vice President of CHASE HOME
27 FINANCE LLC, LOANSTAR MORTGAGE SERVICES, LLC, MARRIOTT VACATION
28 CLUB INTERNATIONAL, and NOVASTAR MORTGAGE, INC, cease and desist

1 all commercial **dishonor/failed** to give full disclosure pursuant
2 to Regulation Z of the Truth-in-Lending Act, that lawful money
3 was loaned out (CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE
4 SERVICES, LLC, MARRIOTT VACATION CLUB INTERNATIONAL, AND
5 NOVASTAR MORTGAGE , INC **Dishonored** by silence, Rodney Belle's
6 Request to have a professional accountant to check the credit
7 and debit of the account Request that this court accept my bond
8 UCC-1 financial statement by the Secretary of State and give
9 further Judicial Notice of Full Acceptance of the Defendant's
10 Dishonor and accept it for value and exchange in behalf of his
11 exemption and further release the property to him before the end
12 of business hours, which will conclude any and all commercial
13 transaction, which includes but is not limited to the Defense's
14 spurious claims of defective service to authorized agent/ other
15 political arguments and debates that are contrary to Regulation
16 Z of the Truth-in-Lending-Act/ the Security Exchange Commission
17 of 1933 and 1934/ House Joint Resolution-192, which is the
18 United States Insurance Policy. This is also includes in the
19 acceptance and merit evidence that a claim of relief has been
20 mentioned according to HJR-192 Public Policy and the Bankruptcy
21 Reform Act of 1978/ Uniform Commercial Code.

22
23 4) Request to the Court that the President/ Vice President of
24 CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES, LLC,
25 MARRIOTT VACATION CLUB INTERNATIONAL, AND NOVASTAR MORTGAGE ,
26 INC honor the terms and conditions of the settlement agreement
27 between the parties Special Request that this controversy is
28 governed only according to the rule of the Common Law Article

1 III proceeding, waiver of Rights none ever to special Maritime
2 Territory and Jurisdictional proceeding of legislative none
3 ever, unless signed by a notary public...

4
5 5) Request to the Court that the President/ Vice President of
6 CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES, LLC,
7 MARRIOTT VACATION CLUB INTERNATIONAL, AND NOVASTAR MORTGAGE ,
8 INC honor the terms and conditions of the settlement agreement
9 between the parties and further **relief can only be granted by**
10 **Regulation Z of the Truth in Lending Act Title 5 USC Section**
11 **1635 (A) and the Title 12 CFR 226.23 (d)(i), 9th Circuit ruling**
12 **in Yamamoto v. Bank of New York, 329 F3d 1167. per Regulation Z**
13 **Action for rescission and Replevin is further Authorized Per**
14 **House Joint Resolution-192/ the Emergency Bankruptcy of 1933.**
15

16 6) Request to the Court that the President/ Vice President of
17 CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES, LLC,
18 MARRIOTT VACATION CLUB INTERNATIONAL, AND NOVASTAR MORTGAGE ,
19 INC **Honor** the terms and conditions of the settlement agreement
20 between the parties to have the President and Vice President of
21 CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES, LLC,
22 MARRIOTT VACATION CLUB INTERNATIONAL, AND NOVASTAR MORTGAGE ,
23 INC before they hire any attorney dishonor/ protest Rodney L.
24 Belle's **Honor Draft** (Quiet Title Lis Penden) that they first
25 swear under their full commercial liability under the penalty of
26 perjury and sign a jurat or record a full Reconveyance on the
27 Deed of Trust in the County Recorder and do
28

1 7) Judicial Notice of Request for a well informed Grand Jury
2 review, who understands the rules of the Common Law in an
3 Article III Court proceeding only. By the Plaintiff, Rodney L.
4 Belle, being a Foreign African National he makes reservation
5 under the Special-Choice-of-Law-Rule, which is the International
6 Protocol and Domicile Rule, Universal Declaration of Human
7 Rights, International Bill of Rights, and the United Nations
8 Convention on International Bills of Exchange and International
9 Promissory Notes. If there is any Administrative Court
10 proceeding that has invaded U.S. Code and the 9th Circuit Ruling
11 in Yamamoto v. Bank of New York, 329 F3d 1167 (9th Cir 20030
12 Regulation Z Mandated to all state / federal agency cannot make
13 any Judicial discretion but is further mandated to Grant Relief
14 within 21 days) (see further reference: Am Jur 2d 81).
15
16
17

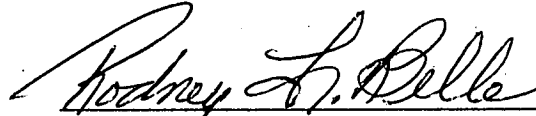
18
19 whatever the District Court of the United States Article III
20 Court deem to be just and proper.
21
22
23
24

25 **Verification**
26
27
28

1 The Secured Party, Rodney L. Belle/ Non-Joint tenant,
2 declares and attests that he has **Honored** all of the President/
3 Vice President of CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE
4 SERVICES, LLC, AND MARRIOTT VACATION CLUB INTERNATIONAL, and
5 NOVASTAR MORTGAGE, INC's notice/ letter of dishonor of the
6 \$400,000.00 to over \$600,000.00 letter bond by Nancy Marks and
7 Associates, LLC of Accounting who apologized for any
8 inconvenience of returning the \$400,000.00 to over \$600,000.00.
9 In further dishonor by **Invasion of International Protocol of**
10 **United Nations International Bill of Exchange Pursuant to the**
11 **International Protocol of United Nations/** by the President/ Vice
12 President of CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES,
13 LLC, MARRIOTT VACATION CLUB INTERNATIONAL, and NOVASTAR
14 MORTGAGE, INC's refusal to sign under their full commercial
15 liability under the penalty of perjury and give disclosure
16 pursuant to the Truth and Lending Act/ Regulation Z by signed
17 jurat before a notary public that all loans are lawful money and
18 are backed by gold and silver and the plaintiff, Rodney L.
19 Belle/ Non-Joint tenant qualifies under the House Joint
20 Resolution-192, the United States insurance policy, (and
21 according to Rodney L. Belle's home insurance policy) to have
22 the public debt discharged. Any mention that judicial notice of
23 relief can only be granted under Public Policy HJR-192 and the
24 Emergency Bankruptcy Reform Act of 1978, 45 Am Jur 2d 81 and the
25 President/ Vice President of CHASE HOME FINANCE LLC, LOANSTAR
26 MORTGAGE SERVICES, LLC, MARRIOTT VACATION CLUB INTERNATIONAL,
27 AND NOVASTAR MORTGAGE , INC dishonoring the administrative
28 settlement agreement between the parties by non judicial

1 foreclosure/ counter claims/ motion for dismissal shall be
2 viewed as a breach of agreement between the parties shall also
3 be viewed as true and correct.
4
5

6 Henceforth Submitted

7
8 

9 Secured Party, Rodney L. Belle/
10 Non-Joint tenant, spokesperson for
11 the unincorporated corporation/
12 vessel, (RODNEY L. BELLE)
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

'06 CV 2454 WQH (LSP)

RODNEY L BELLE

Plaintiff

vs.

CHASE HOME FINANCE LLC
LOANSTAR MORTGAGE SERVICES LLC
MARRIOTT VACATION CLUB INTERNATIONAL
AND NOVASTAR MORTGAGE, INC.

Defendant

NO. _____

DECLARATION OF SERVICE

Person served:

Defendants

Date served:

11/7/06

I, The undersigned declare under penalty of perjury that I am over the age of eighteen years and not a party to this action; that I served the above named person the following documents:

COMPLAINT TO ACTION OF QUIET TITLE

In the following manner: (check one below)

- 1) ☐ By personally delivering copies to the person served.
- 2) ☐ By leaving, during usual office hours, copies in the office of the person served with the who apparently was in charge and thereafter mailing (by first-class mail, postage prepaid) copies to the person served at the place where the copies were left.
- 3) ☐ By leaving copies at the dwelling house, usual place of abode, or usual place of business of the person served in the presence of a competent member of the household or a person apparently in charge of his/her office or place of business, at least 18 years of age, who was informed of the general nature of the papers, and thereafter mailing (by first-class mail, postage prepaid) copies to the person served at the place where the copies were left.
- 4) ☒ By placing a copy in a separate envelope, with postage fully prepaid, for each address named below and depositing each in the U.S. Mails at San Diego, Ca on 11/7/06.
CHASE HOME FINANCE LLC
10790 RANCHO BERNARDO ROAD
SAN DIEGO, CA. 92127
NOVASTAR MORTGAGE INC.
8140 WARD PARKWAY
KANSAS CITY, MISSOURI 64114
Executed on 11/7, 2006 at San Diego, California
LOANSTAR MORTGAGEE SERVICES LLC
15000 SURVEYOR BOULEVARD, SUITE 250
ADDISON, TEXAS 75001
MARRIOTT VACATION CLUB INTERNATIONAL
1200 US 98 S SUITE 19
POST OFFICE BOX 8038
LAKE LAND, FLORIDA 33802

[Signature]

JS 44
(Rev. 07/89)

CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

RODNEY L. BELLE
640 PYRAMID ST
SAN DIEGO, CA. 92114

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF SAN DIEGO
(EXCEPT IN U.S. PLAINTIFF CASES)

DEFENDANTS

CHASE HOUSING FINANCIAL
10790 RANCHO BERNARDO ROAD
SAN DIEGO, CA. 92126

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT SANDIEGO

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE

RACE OF LAND INVOLVED

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

RODNEY L. BELLE
640 PYRAMID ST
SAN DIEGO, CA. 92114

ATTORNEYS (IF KNOWN)

LOANSTAR MORTGAGEE SERVICES, LLC
1500 SURVEYOR BOULEVARD, SUITE 250
ADDISON, TEXAS 75001

II. BASIS OF JURISDICTION (PLACE AN x IN ONE BOX ONLY)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☒ 3 Federal Question (U.S. Government Not a Party)
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES

(For Diversity Cases Only)

(PLACE AN x IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in This State	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4
Citizen of Another State	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY.)

ARTICLE III COURT PROCEEDING
TITLE 5 USC SECTION 1635 (A) REGULATION Z THE TRUTH IN LENDING ACT

V. NATURE OF SUIT (PLACE AN x IN ONE BOX ONLY)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans <input type="checkbox"/> 153 Recovery of Overpayment of Veterans' Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 180 Other Contract <input type="checkbox"/> 185 Contract Product Liability (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veterans' Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 180 Other Contract <input type="checkbox"/> 185 Contract Product Liability	<input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury—Med Malpractice <input type="checkbox"/> 365 Personal Injury— <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability <input type="checkbox"/> 390 Other Personal Injury	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 760 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 881 HIA (1395ff) <input type="checkbox"/> 882 Black Lung (923) <input type="checkbox"/> 883 DMW/DRWW (405(g)) <input type="checkbox"/> 884 SSID Title XVI <input type="checkbox"/> 885 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reappointment <input type="checkbox"/> 401 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 610 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 878 Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input checked="" type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 897 Constitutionality of State Statutes <input type="checkbox"/> 898 Other Statutory Actions
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Other		

VI. ORIGIN

- ☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from another district (specify)
☐ 6 Multidistrict Litigation
☐ 7 Appeal to District Judge from Magistrate Judgment

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A UNDER F.R.C.P. 23

CLASS ACTION

DEMAND \$

Check YES only if demanded in complaint:
JURY DEMAND: ☒ YES ☐ NO

VIII. RELATED CASE(S) IF ANY

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

7 NOV

2006

Rodney L. Belle

UNITED STATES DISTRICT COURT

131393 \$350.00

UNITED STATES
DISTRICT COURT
Southern District of California
San Diego Division

131393 - A3
November 7, 2006

Code	Case #	Qty	Amount
CV086900	3-06-CV-2454		60.00 CA
Judge	- HAYES		
CV510000			190.00 CA
CV086400			100.00 CA

Total-> 350.00

FROM: CIVIL FILING
RODNEY BELLE V CHASE MORE
FINANCE
CASH, LJ